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KERALA GAZETTE

അധികാരികമായി പ്രസിദ്ധീകരിച്ചതുന്നത്
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PART III

Stores Purchase

Agriculture Department

TENDER NOTICE

No. 212/2012.

9th February 2015.

Sealed and competitive tenders are invited from experienced and reputed parties in the field of automobile for supplying a small commercial goods vehicle open type with the following specifications. The vehicle is intended to be used for transportation Agricultural goods and machineries by Agro Service Center, Thodupuzha to facilitate farmers in agricultural operations.

Specifications

Commercial goods vehicle (Four Wheeler)

Open type

Loading area—Minimum 30 sq. ft.

Pay load—Minimum 700 Kgs.

Earnest Money Deposit—1% of the quoted amount
(To be submitted as Demand Draft in favour of
Asst. Director of Agriculture, Thodupuzha Payable
at Thodupuzha).

Cost of tender form:

Original—` 800 + VAT.

Duplicate—` 400 + VAT.

Last date and time for the sale of tender forms—
11-3-2015, 3 p. m.

Last date and time for the receipt of tender forms—
12-3-2015, 3 p. m.

Date and time for opening tender—12-3-2015, 3.30 p. m.

TERMS AND CONDITIONS

1. Cost of the vehicle should be quoted in the space specified in the tender form. Taxes, Insurance and other extra charges may be shown separately and specifically in the tender form. Details can be obtained from the office of the Asst. Director of Agriculture, Civil Station, Thodupuzha.
2. The sealed cover should be superscribed with tender for purchase of small commercial goods vehicle and tender No. 212/2012.

3. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected.
4. Intending tenderers should send their tenders so as to reach the Asst. Director of Agriculture, Civil Station, Thodupuzha on due date, within time. No tender received after the specified date and time will be accepted on any account.
5. Tenders not stipulating period of firmness and tenders with price variation clause and or subject to prior sale condition are liable to be rejected.
6. The earnest money of the tenders will be returned as soon as possible after the tenders are settled, but that of the successful tenderer will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.
7. The tenders will be opened on the appointed day and time in the Office of Asst. Director of Agriculture, Civil Station Thodupuzha in the presence of such of those tenderers or their nominees who may be present at that time.
8. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any deposited by him will be forfeited to the Government or such action taken against him as per existing Government rules.
9. Tenderers shall invariably specify in their tenders the delivery conditions, including the time required for the supply of articles tendered for. The successful tenderer should supply the vehicle at the Office of the Asst. Director of Agriculture, Civil Station, Thodupuzha within the time period specified in the contract, at their own cost and before 25-3-2015 subject to approval by the purchase committee headed by the Principal Agricultural Officer, Idukki.
10. The final acceptance of the tenders rest entirely with the Asst. Director of Agriculture, Thodupuzha who do not bind himself to accept the lowest or any tender.
11. The successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty. The guarantee provisions contained in the Kerala Financial Code are applicable.
12. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The tenderer shall have to pay all stamp duty and other expense incidental to the execution of the agreement.
13. The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender, shall deposit a sum equivalent to 5 percent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. If the successful tenderer fails to deposit the security and execute the agreement within the period specified, the earnest money deposited by him will be forfeited to Government and the contract arranged elsewhere at the defaulter's risk and any loss incurred will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby. (b) In case where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials, not supplied may at the discretion of the purchasing Officer, be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums may be fixed towards damages be recovered from the defaulting tenderer. (c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded. (d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1 % of the delivered price of the delayed stores or unperformed services or each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.
14. The security deposit shall, subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Asst. Director of Agriculture, Thodupuzha and the tenderer, the undersigned shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as any be claimed. The same may also be deducted from any other sum which may be due at any time from the Government to the Contractor.

15. All payments to the contractor will be made by Asst. Director of Agriculture, Thodupuzha in due course.
16. The tenderers shall also quote the percentage of rebate (discount) offered by them.
17. Ordinarily payments will be made only after the supplies are actually verified and taken to stock, at concerned places. The firm will produce stamped pre-receipted invoices before the Asst. Director of Agriculture, Thodupuzha. The payments will be made on satisfactory supply of the above said materials at the concerned places and on production of the bills/invoices. The Asst. Director of Agriculture, Thodupuzha will make the payment as and when the amount is released from the Treasury.
18. The contractors shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractors shall not under let or sublet to any person or persons or body or any part thereof.
19. All expenses and damages caused to the Government by any breach of contract by the contractor shall be paid by the contractor to the Government and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
20. In case any difference or disputes arises in connection with the contract all legal proceedings relating to the matter shall be instituted in the Courts within the jurisdiction of Idukki District.
21. Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place or abode or business or may be handed over to his agent personally or may be addressed to the contractor by post at his usual or last known place or abode or business and if so addressed and posted shall deemed to have been served on the contractor on the date on which in the ordinary course of post a letter so addressed and posted would reach his place of abode or business.
22. The tenderers have to quote the expiry of the guarantee/warranty period.
23. The tenderer should produce along with his tender a preliminary agreement executed and signed in Kerala Stamp Paper of value Rs. 150. The tenders without the agreement in stamped paper will be rejected outright.
24. All conditions laid in the Store Purchase Rules are applicable.

Office of the Asst. Director of
Agriculture, Civil Station,
Thodupuzha.

(S.d.)
*Assistant Director
of Agriculture.*